

ORIGINAL

Before the  
FEDERAL COMMUNICATIONS COMMISSION  
Washington, D.C. 20554

FILED/ACCEPTED

OCT 31 2007

Federal Communications Commission  
Office of the Secretary

In the Matter of ) EB Docket No. 07-197  
)  
Kurtis J. Kintzel, Keanan Kintzel, and all ) File No. EB-06-IH-5037  
Entities by which they do business before ) NAL/Acct. No. 200732080029  
the Federal Communications Commission )  
) FRN No. 0007179054  
)

To: Buzz Telecom Corp.

**ENFORCEMENT BUREAU'S REQUEST FOR ADMISSION OF FACTS  
AND GENUINENESS OF DOCUMENTS TO BUZZ TELECOM CORPORATION**

The Enforcement Bureau (the "Bureau"), pursuant to section 1.246 of the Commission's Rules, 47 C.F.R. § 1.246, hereby requests that, within 10 days of service of this request, Buzz Telecom Corporation ("Buzz"), admit to the truth of the following facts and genuineness of the attached documents, as set forth in the following numbered paragraphs. Each response shall be labeled with the same number as the subject admission request and shall be made under oath or affirmation of the person providing the response.

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## **Definitions**

For this document, the following definitions apply:

“Act” means the Communications Act of 1934, as amended.

“Avatar” means Avatar Enterprises, Inc., any affiliate, d/b/a, predecessor-in-interest, parent company, wholly or partially owned subsidiary, successor-in-interest or other affiliated company or business, including but not limited to, BOI, Buzz Telecom and US Bell, and all directors, officers, employees, shareholders or agents, including consultants and any other persons working for or on behalf of any of the foregoing during the period February 11, 2004 through the present, unless otherwise noted.

“BOI” means Business Options, Inc., any affiliate, d/b/a, predecessor-in-interest, parent company, wholly or partially owned subsidiary, successor-in-interest or other affiliated company or business, including but not limited to, Avatar, Buzz Telecom and US Bell, and all directors, officers, employees, shareholders or agents, including consultants and any other persons working for or on behalf of any of the foregoing during the period February 11, 2004 through the present, unless otherwise noted.

“Buzz” means Buzz Telecom Corporation, any affiliate, d/b/a, predecessor-in-interest, parent company, wholly or partially owned subsidiary, successor-in-interest or other affiliated company or business, including but not limited to, BOI, Avatar and US Bell, and all directors, officers, employees, shareholders or agents, including consultants and any other persons working for or on behalf of any of the foregoing during the period February 11, 2004 through the present, unless otherwise noted.

“Commission” means Federal Communications Commission.

“Companies” means BOI, Buzz, Avatar and US Bell, or any one of those entities.

“Slamming” means executing changes in a subscriber’s selection of a provider of telephone exchange or telephone toll service without authorization, in violation of section 258 of the Act and 47 C.F.R. § 64.1120.

“US Bell” means U.S. Bell, Inc., its successor Link Technologies, any affiliate, d/b/a, predecessor-in-interest, parent company, wholly or partially owned subsidiary, successor-in-interest or other affiliated company or business, including but not limited to, BOI, Avatar and Buzz, and all directors, officers, employees, shareholders or agents, including consultants and any other persons working for or on behalf of any of the foregoing during the period February 11, 2004 through the present, unless otherwise noted.

#### **Admissions**

1. Buzz operated as a common carrier under Title II of the Act during the period February 11, 2004 through November 2006.
2. Buzz has operated as a common carrier under Title II of the Act during the period December 2006 through the present.
3. Buzz is bound by a consent decree between the Commission and BOI dated on or about February 13, 2004 (the “Consent Decree”) in connection with a proceeding under EB Docket No. 03-85.
4. The Companies are signatories to the Consent Decree.
5. Buzz operated as a reseller of long-distance telecommunications service during the period February 11, 2004 through November 2006.
6. Buzz has operated as a reseller of long-distance telecommunications service during the period December 2006 through the present.

7. Kurtis J. Kintzel has been Chairman of the Board of Buzz Telecom from February 11, 2004 through the present.
8. Kurtis J. Kintzel has been President of Buzz during the period February 11, 2004 through the present.
9. Kurtis J. Kintzel holds a 72 percent equity interest in Buzz.
10. Kurtis J. Kintzel has held a majority equity interest in Buzz from February 11, 2004 through the present.
11. Keanan Kintzel has been Secretary of Buzz Telecom from February 11, 2004 through the present.
12. Kurtis Kintzel and Keanan Kintzel are brothers.
13. Buzz has had its business headquarters at 8380 Louisiana Street, Merrillville, Indiana from February 11, 2004 through the present.
14. Buzz was an affiliate of BOI during the period February 11, 2004 through the present.
15. Buzz is a successor-in-interest to US Bell.
16. Buzz was an affiliate of US Bell and its successor, Link Technologies, during the period February 11, 2004 through the present.
17. Buzz was an affiliate of Avatar during the period February 11, 2004 through the present.
18. Buzz failed to pay the full amount of its July 2005 invoice from the Universal Service Administrative Company ("USAC") by the due date indicated on the invoice.
19. Buzz failed to pay the full amount of its August 2005 invoice from USAC by the due date indicated on the invoice.

20. Buzz failed to pay the full amount of its September 2005 invoice from USAC by the due date indicated on the invoice.

21. Buzz failed to pay the full amount of its October 2005 invoice from USAC by the due date indicated on the invoice.

22. Buzz failed to pay the full amount of its November 2005 invoice from USAC by the due date indicated on the invoice.

23. Buzz failed to pay the full amount of its December 2005 invoice from USAC by the due date indicated on the invoice.

24. Buzz failed to pay the full amount of its January 2006 invoice from USAC by the due date indicated on the invoice.

25. Buzz failed to pay the full amount of its February 2006 invoice from USAC by the due date indicated on the invoice.

26. Buzz failed to pay the full amount of its March 2006 invoice from USAC by the due date indicated on the invoice.

27. Buzz failed to pay the full amount of its April 2006 invoice from USAC by the due date indicated on the invoice.

28. Buzz failed to pay the full amount of its May 2006 invoice from USAC by the due date indicated on the invoice.

29. Buzz failed to pay the full amount of its June 2006 invoice from USAC by the due date indicated on the invoice.

30. Buzz failed to pay the full amount of its July 2006 invoice from USAC by the due date indicated on the invoice.

31. Buzz failed to pay the full amount of its August 2006 invoice from USAC by the due date indicated on the invoice.

32. Buzz failed to pay the full amount of its September 2006 invoice from USAC by the due date indicated on the invoice.

33. Buzz failed to pay the full amount of its October 2006 invoice from USAC by the due date indicated on the invoice.

34. Buzz failed to pay the full amount of its November 2006 invoice from USAC by the due date indicated on the invoice.

35. Buzz failed to pay the full amount of its December 2006 invoice from USAC by the due date indicated on the invoice.

36. Buzz failed to pay the full amount of its January 2007 invoice from USAC by the due date indicated on the invoice.

37. Buzz has made no payment toward its USAC debt that was transferred to the Commission per the Debt Collection Improvement Act.

38. During the period February 11, 2004 through November 2006, Buzz was required to file annual FCC Form 499 Telecommunications Reporting Worksheets (“499-As”) pursuant to 47 C.F.R. § 64.1195.

39. During the period February 11, 2004 through November 2006, Buzz was required to file quarterly FCC Form 499 Telecommunications Reporting Worksheets (“499-Qs”) pursuant to 47 C.F.R. § 64.1195.

40. Buzz failed to file its August 2005 499-Q by the due date on the form.

41. Buzz failed to file its April 2006 499-A by the due date on the form.

42. Buzz failed to file its May 2006 499-Q by the due date on the form.

43. Buzz failed to file its August 2006 499-Q by the due date on the form.
44. Buzz failed to file its November 2006 499-Q by the due date on the form.
45. Buzz failed to file its February 2007 499-Q by the due date on the form.
46. Buzz has failed to make required Telecommunications Relay Service (“TRS”) contributions to the National Exchange Carriers Association in a timely manner since September 28, 2004.
47. Buzz has made no payment toward its TRS debt that was transferred to the Commission per the Debt Collection Improvement Act.
48. Pursuant to paragraph 15 of the Consent Decree, Buzz agreed to make a voluntary contribution to the Commission in the amount of \$510,000, payable in forty-eight (48) monthly installments.
49. Pursuant to paragraph 15 of the Consent Decree, the Companies agreed to make a voluntary contribution to the Commission in the amount of \$510,000, payable in forty-eight (48) monthly installments.
50. Buzz has not made all monthly payments toward the voluntary contribution due under the terms of the Consent Decree.
51. The Companies have defaulted on their obligation to make monthly payments toward the voluntary contribution due under the terms of the Consent Decree.
52. Buzz failed to make the payment toward the \$510,000 voluntary contribution that was due in June 2005.
53. The Companies failed to make the payment toward the \$510,000 voluntary contribution that was due in June 2005.

54. Buzz failed to make the payments toward the \$510,000 voluntary contribution that were due in each of August through April 2006.

55. The Companies failed to make the payments toward the \$510,000 voluntary contribution that were due in each of August through April 2006.

56. Buzz has made no payments toward the \$510,000 voluntary contribution since its May 2006 installment payment.

57. The Companies have made no payments toward the \$510,000 voluntary contribution since the May 2006 installment payment.

58. In November 2006, Buzz discontinued service to all customers in each state where it had been providing services.

59. Prior to discontinuing service in November 2006 to all customers in each state where it had been providing services, Buzz failed to request and obtain authorization from the Commission to do so.

60. Prior to discontinuing service in November 2006 to all customers in each state where it had been providing services, Buzz failed to request and obtain authorization from the applicable state public utility commission to do so.

61. Prior to discontinuing service in November 2006 to all customers in each state where it had been providing services, Buzz did not notify its customers that service would be discontinued.

62. During the period February 11, 2004 through the present, section 248 of the Act (47 U.S.C. § 258) required Buzz to comply with the Commission's verification procedures before submitting a change in a subscriber's preferred interLATA/toll provider.



63. During the period February 11, 2004 through the present, 47 C.F.R. § 64.1120 required Buzz to obtain verification of the authorization to change a subscriber's preferred interLATA/toll provider.

64. During the period February 11, 2004 through the present, section 258 of the Act required Buzz to comply with the Commission's verification procedures before submitting a change in a subscriber's preferred intraLATA/toll provider.

65. During the period February 11, 2004 through the present, 47 C.F.R. § 64.1120 required Buzz to obtain verification of the authorization to change a subscriber's preferred intraLATA/toll provider.

66. Buzz did not provide to the Bureau verification tapes associated with ten slamming complaints received by the Commission, as required by the LOI and a follow-up request from the Bureau.

67. Buzz did not provide to the Bureau a list of complaints received by Buzz from May of 2006 through December 20, 2006, as required by the letter dated December 20, 2006 from Trent B. Harkrader, Deputy Chief, Investigations & Hearings Division, Enforcement Bureau, Federal Communications Commission to Business Options, Inc. ("LOI") seeking documents and information with respect to BOI and its affiliated companies.

68. Buzz did not provide to the Bureau verification tapes associated with complaints received by Buzz from May 2006 through December 20, 2006, as required by the LOI.

*Attachment A*

69. Attachment A is a true and accurate copy of the Consent Decree.

70. The signature that appears on Attachment A on behalf of Business Options, Inc., U.S. Bell, Inc./Link Technologies, Buzz Telecom Corporation and Avatar Enterprises, Inc. belongs to Kurtis J. Kintzel.

71. Kurtis J. Kintzel had authority to sign the document that appears as Attachment A on behalf of Buzz.

*Attachment B*

72. Attachment B is a true and accurate copy of a letter from Kurtis J. Kintzel on behalf of Buzz and BOI, dated January 17, 2007, without attached documents.

73. One or more officers of Buzz personally prepared the document which is appended hereto as Attachment B.

74. One or more officers of Buzz personally reviewed the document which is appended hereto as Attachment B for truthfulness, completeness, and correctness before it was filed with the Commission.

*Attachment C*

75. Attachment C is a true and accurate copy of the declaration of Kurtis Kintzel dated February 9, 2007.

76. One or more officers of Buzz personally prepared the document which is appended hereto as Attachment C.

77. One or more officers of Buzz personally reviewed the document which is appended hereto as Attachment C for truthfulness, completeness, and correctness before it was filed with the Commission.

78. The signature that appears on Attachment C belongs to Kurtis Kintzel.

79. At the time he signed Attachment C, Kurtis Kintzel was the Chief Executive Officer of BOI.

80. At the time he signed Attachment C, Kurtis Kintzel was the Chief Executive Officer of Buzz Telecom Corporation.

81. At the time Kurtis Kintzel signed Attachment C, Buzz Telecom was an affiliate of BOI.

82. At the time Kurtis Kintzel signed Attachment C, Buzz Telecom shared common ownership with BOI.

*Attachment D*

83. Attachment D is a true and accurate copy of a bill, dated January 4, 2007, from the Federal Communications Commission, to Buzz Telecom Corp.

84. Buzz received a copy of Attachment D on or about January 4, 2007.

Respectfully submitted,

A handwritten signature in black ink, reading "Michele Levy Berlove", written over a horizontal line.

Kris Anne Monteith  
Chief, Enforcement Bureau

Michele Levy Berlove  
Attorney, Investigations and Hearings Division

Judy Lancaster  
Attorney, Investigations and Hearings Division

Federal Communications Commission  
445 12<sup>th</sup> Street, S.W., Room 4-C330  
Washington, D.C. 20554  
(202) 418-1420  
October 31, 2007

## ATTACHMENT A

**Before the  
Federal Communications Commission  
Washington, D.C. 20554**

In the Matter of	)	EB Docket No. 03-85
	)	
BUSINESS OPTIONS, INC.	)	File No. EB-02-TC-151
	)	
Order to Show Cause and	)	NAL/Acct. No. 200332170002
Notice of Opportunity for Hearing	)	
	)	FRN: 0007179054

**CONSENT DECREE**

1. The Enforcement Bureau (the "Bureau") of the Federal Communications Commission ("FCC" or "Commission") and Business Options, Inc. ("BOI") hereby enter into this Consent Decree for the purpose of terminating the above captioned proceeding (the "Proceeding") initiated by an Order to Show Cause and Notice of Opportunity for Hearing ("Order to Show Cause") issued by the Commission on April 7, 2003.<sup>1</sup>

2. For purposes of this Consent Decree, the following definitions shall apply.

- (a) "Affiliates" means any entity owned, directed or controlled by either Kurtis J. Kintzel, and/or Keanan Kintzel, which provides or markets long distance telephone service.
- (b) "AVATAR" means Avatar Enterprises, Inc., all d/b/a entities, and any entity owned, directed or controlled by AVATAR or its principals, Kurtis J. and Keanan Kintzel, including all subsidiaries, commonly-owned affiliates, successors, and assigns that provide or market long distance telephone service.
- (c) "BOI" means Business Options, Inc., all d/b/a and related entities that provide or market the sale of long distance telephone service, including U.S. Bell, Inc., Link Technologies, Buzz Telecom Corporation, and any entity owned, directed or controlled by the company or its principals, Kurtis J. Kintzel and Keanan Kintzel, including all subsidiaries, commonly-owned affiliates, successors, and assigns that are engaged in the business of providing or marketing long distance telephone service.
- (d) "Bureau" means the Enforcement Bureau of the Federal Communications Commission.

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<sup>1</sup> See *Order to Show Cause and Notice of Opportunity for Hearing*, 18 FCC Rcd 6881 (2003).

- (e) "BUZZ" means Buzz Telecom Corporation, all d/b/a entities, and any entity owned, directed or controlled by BUZZ or its principals, Kurtis J. Kintzel and Keanan Kintzel, including all subsidiaries, commonly-owned affiliates, successors, and assigns that are engaged in the business of providing or marketing long distance telephone service.
- (f) The "Companies" means BOI, U.S. Bell/LINK, BUZZ, and AVATAR.
- (g) "Customer" means a consumer (a natural person, individual, governmental agency or entity, partnership, corporation, limited liability company or corporation, trust, estate, incorporated or unincorporated association, and any other legal or commercial entity however organized) offered, receiving, or previously receiving inter-exchange services from the Companies.
- (h) "Discontinuance Application" means the application that must be filed by a domestic carrier before it discontinues, reduces or impairs service as prescribed in 47 C.F.R. § 63.71 (2002).
- (i) "Effective Date" means the date on which the Order becomes a Final Order.
- (j) "FCC" or the "Commission" means the Federal Communications Commission and all of its bureaus and offices.
- (k) "Final Order" means an order that is no longer subject to administrative or judicial reconsideration, review, appeal, or stay.
- (l) "Independent Third Party Verifier" means, in addition to the qualifications set forth in 47 C.F.R. § 64.1120(c)(3), an entity (i) whose employees are not paid directly by the Companies, (ii) whose owners are not employed by the Companies in any way, and (iii) whose employees and/or owners are not related by blood or marriage to Kurtis or Keanan Kintzel.
- (m) "Misleading" means a misrepresentation, omission, or other practice that is intended or could reasonably be expected to deceive, confuse or misinform a reasonable consumer acting reasonably under the circumstances.
- (n) "Order" means the order of the presiding officer adopting the terms of this Consent Decree without change, addition, or modification.
- (o) "Order to Show Cause" means the Order to Show Cause and Notice of Opportunity for Hearing, 18 FCC Rcd 6881 (2003).

- (p) The "Parties" means the Companies and the Bureau.
- (q) The "Proceeding" means the evidentiary hearing initiated by the Order to Show Cause.
- (r) "Registration" means the filing of the information set forth in 47 C.F.R. § 64.1195 (2002).
- (s) "Re-provisioning" means the practice of changing a former customer's long distance telephone service back to the Companies without obtaining authorization or verification of any authorization from that customer for the change.
- (t) "Sales Call" means a telephone solicitation for the purpose of obtaining or re-obtaining a customer for the Companies' long distance telephone service.
- (u) "Sales Representative" means a person working for or on behalf of the Companies, whose job involves soliciting potential customers for the Companies' long distance telephone service.
- (v) "Slamming" means the changing of a telephone owner's long distance carrier without following the procedures set forth in 47 C.F.R. § 64.1120 (2002).
- (w) "U.S. Bell/LINK" means U.S. Bell, Inc. and its successor, Link Technologies, including all subsidiaries, commonly-owned affiliates, successors, and assigns.

## **I. BACKGROUND**

3. On April 7, 2003, the Commission released the Order to Show Cause, initiating an evidentiary hearing to determine whether BOI had (1) made misrepresentations or engaged in lack of candor, (2) changed consumers' preferred carrier without their authorization in willful or repeated violation of section 258 of the Act<sup>2</sup> and sections 64.1100-1190 of the Commission's rules,<sup>3</sup> (3) failed to file FCC Form 499-A in willful or repeated violation of section 64.1195 of the Commission's rules,<sup>4</sup> and (4) discontinued service without Commission authorization in willful or repeated violation of section 214 of the Act<sup>5</sup> and sections 63.71 and 63.505 of the Commission's

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<sup>2</sup> 47 U.S.C. § 258.

<sup>3</sup> 47 C.F.R. §§ 64.1100-1190 (2002).

<sup>4</sup> 47 C.F.R. § 64.1195 (2002).

<sup>5</sup> 47 U.S.C. § 214.

rules.<sup>6</sup> The Commission ordered BOI to show cause why BOI's operating authority under section 214 of the Act<sup>7</sup> should not be revoked and why BOI's principals should not be ordered to cease and desist from the provision of any interstate common carrier services without the prior consent of the Commission. The Order to Show Cause put BOI on notice that the Commission could order a forfeiture of as much as \$80,000 for each unauthorized conversion of named complainants' long distance service, \$3,000 for the failure to file a sworn statement or Registration Statement, and \$120,000 for the unauthorized discontinuance of service. The Bureau was made a party to the Proceeding.

4. On August 20, 2003, the presiding officer issued a Memorandum Opinion and Order<sup>8</sup> expanding the hearing to determine whether: 1) BOI, BUZZ and/or U.S. Bell/LINK had failed to make required contributions to federal universal service support programs in violation of section 254(d) of the Act<sup>9</sup> and section 54.706 of the Commission's rules;<sup>10</sup> 2) BOI, BUZZ and/or U.S. Bell/LINK had failed to make required contributions to the Telecommunications Relay Services ("TRS") Fund, in violation of section 64.604(c)(5)(iii)(A) of the Commission's rules;<sup>11</sup> and 3) BOI, BUZZ, U.S. Bell/LINK had failed to file Telecommunications Reporting Worksheets in violation of sections 54.711, 54.713 and 64.604(c)(iii)(B) of the Commission's rules.<sup>12</sup> The presiding officer also put BOI, BUZZ and/or U.S. Bell/LINK on notice that the Commission could order a forfeiture for the failure to make required universal service contributions and a forfeiture of as much as \$10,000 for each failure to file required TRS contributions and for each failure to file Telecommunications Reporting Worksheets.<sup>13</sup>

5. On December 9, 2003, the presiding officer granted the Bureau's first motion for partial summary decision, finding that BOI had changed consumers' long distance telephone service on sixteen occasions without following Commission verification procedures in violation of section 258 of the Act<sup>14</sup> and section 64.1120(c) of the Commission's rules,<sup>15</sup> had willfully failed to file its FCC Form 499-A in violation of

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<sup>6</sup> 47 C.F.R. §§ 63.71 and 63.505 (2002).

<sup>7</sup> 47 U.S.C. § 214.

<sup>8</sup> *Memorandum Opinion and Order*, FCC 03M-33 (Aug. 20, 2003).

<sup>9</sup> 47 U.S.C. § 254(d).

<sup>10</sup> 47 C.F.R. § 54.706 (2002).

<sup>11</sup> 47 C.F.R. § 64.604(c)(5)(iii)(A) (2002).

<sup>12</sup> 47 C.F.R. §§ 54.711, 54.713 and 64.604(c)(iii)(B) (2002).

<sup>13</sup> *Memorandum Opinion and Order*, FCC 03M-33 (Aug. 20, 2003).

<sup>14</sup> 47 U.S.C. § 258.

<sup>15</sup> 47 C.F.R. § 64.1120(c) (2002). BOI's violations included failures to elicit required information, failures to obtain authorization of any kind, failures to use independent third party verifiers and failures to obtain verification for each service switched. Of the sixteen violations, nine occurred within one year of the release date of the Order to Show Cause,



section 64.1195 of the Commission's rules,<sup>16</sup> and had discontinued service to customers in Vermont without Commission authorization in violation of section 214 of the Act<sup>17</sup> and section 63.71 of the Commission's rules.<sup>18</sup>

6. On December 24, 2003, the presiding officer granted the Bureau's second motion for partial summary decision, finding that BOI had willfully and repeatedly failed to make required contributions to federal universal service support programs in violation of section 254(d) of the Act<sup>19</sup> and section 54.706 of the Commission's rules,<sup>20</sup> had willfully and repeatedly failed to make TRS Fund contributions in violation of section 64.604(c)(5)(iii)(A) of the Commission's rules,<sup>21</sup> and had willfully and repeatedly failed to file Telecommunications Reporting Worksheets in a timely manner in violation of sections 54.711 of the Commission's rules.<sup>22</sup>

7. On January 28, 2004, pursuant to section 1.94(a) of the Commission's Rules,<sup>23</sup> the Bureau informed the presiding officer of the initiation of the negotiations that lead to this Consent Decree. Pursuant to section 1.93(b) of the Commission's rules,<sup>24</sup> the Bureau negotiated this Consent Decree to secure future compliance with sections 214, 254, and 258 of the Act<sup>25</sup> and related Commission rules in exchange for prompt disposition of the issues raised in the Order to Show Cause, other than the issues already adjudicated by the presiding officer.

## II. AGREEMENT

8. The Parties agree and acknowledge that this Consent Decree shall constitute a final settlement between the Parties of the Proceeding and the Order to Show Cause. In consideration for the termination of this Proceeding in accordance with the

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and only those nine would be considered in determining a forfeiture penalty. See *Memorandum Opinion and Order*, FCC 03M-54 at 8, n. 12 (Dec. 9, 2003).

<sup>16</sup> 47 C.F.R. § 64.1195 (2002).

<sup>17</sup> 47 U.S.C. § 214.

<sup>18</sup> 47 C.F.R. § 63.71 (2002). *Memorandum Opinion and Order*, FCC 03M-54 (Dec. 9, 2003).

<sup>19</sup> 47 U.S.C. § 254(d).

<sup>20</sup> 47 C.F.R. § 54.706 (2002).

<sup>21</sup> 47 C.F.R. § 64.604(c)(5)(iii)(A) (2002).

<sup>22</sup> 47 C.F.R. § 54.711 (2002). *Memorandum Opinion and Order*, FCC 03M-58 (Dec. 24, 2003).

<sup>23</sup> 47 C.F.R. § 1.94(a).

<sup>24</sup> 47 C.F.R. § 1.93(b).

<sup>25</sup> 47 U.S.C. §§ 214, 254 and 258.

terms of this Consent Decree, the Parties agree to the terms, conditions, and procedures contained herein.

9. The Companies admit that they operate as resellers of interstate telecommunications services and that the FCC has jurisdiction over them and the subject matter of this Proceeding for the purposes of this Consent Decree. The Companies represent and warrant that they are the properly named parties to this Consent Decree and are solvent and have sufficient funds available to meet fully all financial and other obligations set forth herein. The Companies further represent and warrant that they have caused this Consent Decree to be executed by their authorized representative, Kurtis J. Kintzel, as a true act and deed, as of the date affixed next to said representative's signature. Kurtis J. Kintzel and the Companies respectively affirm and warrant that he is acting in his capacity and within his authority as a corporate officer of the Companies, and on behalf of the Companies, and that by his signature Kurtis J. Kintzel is binding the Companies to the terms and conditions of this Consent Decree. The Companies and their principals, Kurtis J. Kintzel and Keanan Kintzel, also represent that they have been represented by counsel of their choice in connection with this Consent Decree and are fully satisfied with the representation of counsel.

10. The Parties waive their right to a hearing on the issues not already adjudicated which are designated in the Show Cause Order, including all of the usual procedures for preparation and review of an initial decision. The Parties waive their right to judicial reconsideration, review, appeal or stay, or to otherwise challenge or contest the validity of this Consent Decree and the Order, provided the presiding officer issues the Order without change, addition, or modification of this Consent Decree. The Companies also waive whatever rights they may have to contest the validity of the presiding officer's summary decisions discussed in paragraphs 5 and 6, above.

11. The Parties agree that the Show Cause Order may be used in construing this Consent Decree.

12. The Parties agree that this Consent Decree is for settlement purposes only and that signing does not constitute an admission by the Companies, or their principals, of any violation of law, rules or policy associated with or arising from its actions or omissions as described in the Order to Show Cause.

13. The Bureau agrees that, in the absence of material new evidence relating to issues described in the Order to Show Cause that the Bureau did not obtain through discovery in this Proceeding or is not otherwise currently in the Commission's possession, the Bureau and the Commission will not use the facts developed in this Proceeding, or the existence of this Consent Decree, to institute, on its own motion, any new proceedings, formal or informal, or to make any actions on its own motion against the Companies, or their principals, concerning the matters that were the subject of the Order to Show Cause. Consistent with the foregoing, nothing in this Consent Decree limits, *inter alia*, the Commission's authority to consider and adjudicate any formal

complaint that may be filed pursuant to section 208 of the Communications Act, as amended, and to take any action in response to such formal complaint.

14. For purposes of settling the matters set forth herein, the Companies and their Affiliates agree to take the actions described below.

- (a) Beginning on the Effective Date, no Sales Representative will make a Sales Call that is Misleading in any material respect or that represents, suggests or implies that:
  - (i) the Sales Call is a courtesy call;
  - (ii) the Companies, or any one of them, are taking or have taken over for another entity that provides long distance telephone service including, but not limited to, AT&T, Sprint, MCI or any former Bell operating company such as Verizon, SBC, or Qwest, unless such is actually the case;
  - (iii) the only service being sold is state-to-state unless such is actually the case; or
  - (iv) the Companies have a tariff on file with the FCC.
- (b) Beginning on the Effective Date, the Companies will verify any and all new and/or former customers only by using the procedures authorized by the Commission and/or applicable state public utility commissions, including those currently set forth in 47 C.F.R. § 64.1120(c). Any Independent Third Party Verifier used by the Companies shall not be located in the same building as any of the Companies.
- (c) Beginning on the Effective Date, for any telecommunications carrier that is providing or will provide interstate telecommunications service and that is owned, managed or controlled by Kurtis J. Kintzel and/or Keanan Kintzel, such telecommunications carrier shall comply with any Commission registration requirements, including those currently set forth in 47 C.F.R. § 64.1195.
- (d) Beginning on the Effective Date, none of the Companies will discontinue long distance telephone service to customers in any State unless it first receives authorization from the Commission and/or applicable state public utility commissions, including such authorization that is currently required by the FCC in accordance with 47 C.F.R. § 63.71.
- (e) Beginning on the Effective Date, the Companies will file their quarterly and annual Telecommunications Reporting Worksheets by the due dates specified thereon.
- (f) Beginning on the Effective Date, the Companies will make their current federal universal service contributions by the due date specified on each

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invoice sent to them by the Universal Service Administrative Company ("USAC").

- (g) Beginning on the Effective Date, the Companies will make their TRS contributions by the due date specified on each invoice sent to them by the National Exchange Carrier Association ("NECA").
- (h) Beginning on the Effective Date, the Companies will pay (if they have not already done so) their past due TRS contributions as billed by the National Exchange Carrier Association ("NECA").
- (i) The Companies will pay their remaining past due federal universal service obligations of \$772,659.56 in 24 monthly payments of \$35,298.75 each, in accordance with the documents signed by the Companies and their representatives on February 12, 2004.
- (j) Prior to any sale, dissolution, reorganization, assignment, merger, acquisition or other action that would result in a successor or assign for provision of the Companies' interstate communications services, the Companies will furnish a copy of this Consent Decree to such prospective successors or assigns and advise same of their duties and obligations under this Order.
- (k) The Companies will be responsible for making the substantive requirements and procedures set forth in this Consent Decree known to their respective directors and officers, and to managers, employees, agents, and persons associated with the Companies who are responsible for implementing the obligations set forth in this Consent Decree. The Companies will, within thirty (30) days of the Effective Date, deliver to each of their current directors and officers, and to all Sales Representatives, written instructions as to their respective responsibilities in connection with the Companies' compliance and obligations under this Consent Decree. The Companies will distribute said instructions to all of their future directors and officers wherever located, and to all future Sales Representatives, on the date such individuals are appointed or hired to such positions.
- (l) The Companies will establish a Sales Representative Code of Conduct (the "Code"), which will conform to this Consent Decree and be reviewed and signed by all current Sales Representatives. As part of their initial training, each new Sales Representative will also sign the Code. All Sales Representatives will reaffirm semi-annually, in writing that they have recently reviewed, and fully understand, the Code. The Code will establish a strict quality standard, to which all Sales Representatives will be required to adhere. The Code will establish, *inter alia*, that all Sales Representatives will make representations consistent with the restrictions specified in paragraph 14(a) above.

- (m) Beginning on the Effective Date, the Companies will inform all Sales Representatives that violation of the provisions of paragraph 14(a) will result in mandatory penalties and increasingly severe measures for repeat offenders, including employee re-training, compensation reduction, suspension from work, and termination.
- (n) Beginning on the Effective Date, the Companies will promptly and in good faith address and resolve all complaints in a reasonable manner consistent with this Consent Decree. In all cases where the Companies conclude that Misleading statements were made by a Sales Representative, the Companies will contact the Customer and provide appropriate remedies.
- (o) Within 60 days from the Effective Date, the Companies will provide a formal report to the Bureau. The Companies will provide additional reports every twelve (12) months thereafter, with a final report due fifty (50) months from the Effective Date. Each report will include the following: (a) evidence of payment of the Companies' past due universal service obligations, the last of which is expected to occur no later than March 1, 2006; (b) evidence of payment of the Companies' most recent invoice from the Universal Service Administrative Company; (c) evidence of payment of the Companies' most recent invoice from NECA concerning TRS; (d) a copy of the Companies' Telecommunications Reporting Worksheets filed since the previous report; (e) the name(s) and address(es) of all Independent Third Party Verifiers used by the Companies since the previous report; and (f) information since the last report relating to all customer complaints based on alleged Misleading statements from Sales Representatives, including, the name and address of the customer, the name of the Sales Representative, a brief summary of the alleged Misleading statement, the disciplinary action taken, if any, against the Sales Representative, and the resolution of the complaint. If, by the date of the report, the Companies are still investigating one or more such complaints and/or have not yet acted on any such complaint(s), the report should so state.

15. The Companies will make a voluntary contribution (not a fine or a penalty) in the amount of \$510,000 in installments over a forty-eight (48) month period, with the first payment due May 15, 2004, and each successive payment due on the 15<sup>th</sup> day of the following month. The first forty-seven payments shall be in the amount of \$10,700; the forty-eighth and last payment shall be in the amount of \$7,100. The Companies may prepay this amount, and are encouraged to do so, without penalty. The Companies must make these payments by check, wire transfer or money order drawn to the order of the Federal Communications Commission, and the check, or money order must refer to NAL Acct. No. 200332170002 and FRN No. 0007179054. See 47 C.F.R. § 1.80(h). The Companies must mail the check or money order to: Forfeiture Collection

Section, Finance Branch, Federal Communications Commission, P.O. Box 73482, Chicago, Illinois 60673-7482.

16. In express reliance on the covenants and representations contained herein, the Bureau agrees to terminate this Proceeding and resolve the Show Cause Order.

17. The Companies represent and warrant that they shall not, for the purpose of circumventing any part of this Consent Decree, effect any change in their form of doing business or their organizational identity or participate directly or indirectly in any activity to form a separate entity or corporation which engages in acts prohibited in this Consent Decree or for any other purpose which would otherwise circumvent any part of this Consent Decree or the obligations of this Consent Decree. Nothing in the foregoing sentence shall be construed to prohibit the Companies from effecting any change in their form of doing business or their organizational identity, or participating directly or indirectly in any activity to form a separate entity or corporation, where such change does not have the effect of circumventing any part of this Consent Decree.

18. The Companies' and the Bureau's decision to enter into this Consent Decree is expressly contingent upon the signing of the Order by the presiding officer and the Order becoming a Final Order without revision, change, addition, or modification of this Consent Decree. The Parties agree that either the Bureau or the Companies may withdraw from this Consent Decree if any revision, change, addition, or modification is made to its terms.

19. The Parties agree that this Consent Decree shall become part of the record of this Proceeding only on its Effective Date.

20. If the Commission, or the United States on behalf of the Commission, brings a judicial action to enforce the terms of this Consent Decree, the Parties will not contest the validity of the Consent Decree, and the Companies and their Affiliates will waive any statutory right to a trial *de novo*. The Companies and their Affiliates do not waive any statutory right to a trial *de novo* to determine whether they violated this Consent Decree.

21. The Companies and their principals waive any rights they may otherwise have under the Equal Access to Justice Act, 5 U.S.C. § 504 and 47 C.F.R. § 1.1501 *et seq.*

22. In the event that this Consent Decree is rendered invalid by any court of competent jurisdiction, it shall become null and void and may not be used in any manner in any legal proceeding.

23. Any material violation of the Consent Decree, including the non-payment of any part of the forfeiture, will constitute a separate violation of a Commission order, entitling the Commission to exercise any rights and remedies attendant to the enforcement of a Commission order. The Commission agrees that before it takes any formal action in connection with any alleged or suspected violation of this Consent

Decree, the Companies or their Affiliates will be notified of the alleged or suspected violation and be given a reasonable opportunity to respond.

24. The Parties agree that if any provision of the Consent Decree conflicts with any subsequent rule or order adopted by the Commission, where compliance with the provision would result in a violation, (except an order specifically intended to revise the terms of this Consent Decree to which the Companies and their principals do not consent) that provision will be superseded by such Commission rule or order.

25. By this Consent Decree, the Companies do not waive or alter their right to assert and seek protection from disclosure of any privileged or otherwise confidential and protected documents and information, or to seek appropriate safeguards of confidentiality for any competitively sensitive or proprietary information. The status of materials prepared for, reviews made and discussions held in the preparation for and implementation of the Companies' compliance efforts under this Consent Decree, which would otherwise be privileged or confidential, are not altered by the execution or implementation of the terms of this Order and no waiver of such privileges is made by this Consent Decree.

26. The Parties agree that, within five (5) business days after the date of this Consent Decree, they will file with the presiding officer a joint motion and draft order requesting that the presiding officer sign the draft order, accept Consent Decree, and close the record. The Parties will take such other actions as may be necessary to effectuate the objectives of this Consent Decree.

27. This Consent Decree may be signed in counterparts.

For the Enforcement Bureau,  
Federal Communications Commission

\_\_\_\_\_  
David H. Solomon  
Chief

\_\_\_\_\_  
Date

For Business Options, Inc.  
U.S. Bell, Inc./Link Technologies  
Buzz Telecom Corporation  
Avatar Enterprises, Inc.

  
\_\_\_\_\_  
Kurtis J. Kintzel  
Chief Executive Officer

11 February 2004  
\_\_\_\_\_  
Date

Decree, the Companies or their Affiliates will be notified of the alleged or suspected violation and be given a reasonable opportunity to respond.

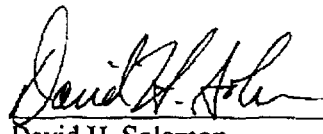
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27. This Consent Decree may be signed in counterparts.

For the Enforcement Bureau,  
Federal Communications Commission



David H. Solomon  
Chief

2/13/04  
Date

For Business Options, Inc.  
U.S. Bell, Inc./Link Technologies  
Buzz Telecom Corporation  
Avatar Enterprises, Inc.

Kurtis J. Kintzel  
Chief Executive Officer

Date



## ATTACHMENT B

January 17, 2007

Brian Hendricks, Esq.  
Investigations and Hearings Division  
Federal Communications Commission  
Brian.Hendricks@fcc.gov  
445 12<sup>th</sup> Street S.W. Room 4-A327  
Washington D.C. 20554

Cc: Eric J. Bash, Esq.  
Investigations and Hearings Division, Enforcement Bureau  
Federal Communications Commission  
Eric.bash@fcc.gov  
445 12<sup>th</sup> Street, S.W. Room 4-A460  
Washington, D.C. 20554

Dear Mr. Hendricks,

Per our telephone conversation, you extended our response date to January 20, 2007. This response is emailed today, January 17, 2007, with an original being mailed first class.

Below are my responses to your inquiries from your December 20, 2006 letter. Neither Business Options, Inc. nor Buzz Telecom, Corporation is in business and generating income that could pay for legal representation. Without legal council, I have responded to the best of my ability.

**Inquiry #1**

Business Options, Inc. and Buzz Telecom, Corporation (collectively hereafter known as "BOS") resold Qwest long distance services, primarily to residential customers. I received a notice via email on November 11, 2006 stating that the Qwest November invoice could now be viewed on-line. The actual invoice came several days later. Per the BOS contract with Qwest, the payment terms were net 10, thus the due date should have been November 21. On November 20<sup>th</sup>, Qwest sent another email late in the day giving a one day notice for payment or accounts would be suspended the following day.

To my knowledge, we had never even been thirty days late and we needed about a week as our billing was sent out late. I attempted to resolve the situation with Qwest, but to no avail. Qwest shut off nearly 28,000 BOS customers over the next 7 days.

So to generally answer your inquiry #1, BOS did discontinue service to its customers as a result of the psychotic actions by Qwest. 28,000 customers lost their long distance service and BOS was out of business within 17 days from the date the invoice was made available on-line. I'm sure this has never been done in the history of telecom, let alone any other business sector. We did discontinue service to every customer in every state we were providing services to; however, we did not do so intentionally and did not want to go out of business.

After the customers were shut off and Qwest customer service telephone lines lit up, Qwest proceeded to have another of their resellers contact BOS to get the disconnected customers some immediate help. Qwest proceeded to turn the customers service back on, but not under the BOS reseller account. I conveyed the company trade names and toll free number to the other Qwest reseller who began servicing the previous BOS customers. Additionally, there is another Buzz Telecom out of Canada.

If you see the name Business Options or Buzz Telecom arise from any sales call, service issue, or billing situation after November 2006, please know that it is not affiliated with me, Business Options, Inc. an Illinois corporation or Buzz Telecom, Corporation a Nevada corporation. BOS has not marketed to new customers since September 2006 or serviced or billed any customers since November 2006.

1a) Buzz Telecom, Corporation and Business Options, Inc. have both discontinued providing long distance service.

1b) The states in which BOS had no customers are: Alaska, Arizona, Connecticut, Hawaii, Maine, Utah, and Vermont. BOS had customers in every other state.

1c) BOS service was discontinued between November 18<sup>th</sup> and November 30<sup>th</sup>, 2006 to all existing customers.

1d) Because BOS had no intention of discontinuing long distance service to its customers, BOS had not requested authorization to discontinue service from the FCC or any state, thus no permission was granted.

2. I've attached copies of invoices from USAC dated January 4, 2007. On the invoices, Buzz Telecom, Corporation owes USAC \$2,869.55 due on February 2, 2007 and Business Options, Inc. owes USAC \$2,262.40 due on February 2, 2007.

The invoices were attached to a letter from USAC stating, "The Commission has determined that the outstanding debt, including presently accrued interest, administrative costs, and penalties owed is \$2,869.55" (\$2,262.40 for Business Options, Inc.).

I am not through much of the paperwork that I had staff members handling before I had to terminate their employment. I can forward other USF data as it arises.

3. The last TRS contribution invoices I could locate were from August and September of 2005. The amounts were \$2.27 and \$2.28 respectively and both were paid.

4. To my knowledge, all TRS payments due at the date of the Consent Decree have been paid.

5. To my knowledge, the past due Universal Service charges as set forth in the Consent Decree totaling \$772,659.56 has been completely satisfied.

6. The voluntary contribution of \$510,000 has not been completely satisfied.

6a. May 15, 2004 through July 15<sup>th</sup> 2005 were paid. August 15, 2005 to present have not been paid.

6b. Per my records, \$160,500 has been paid and \$192,600 is past due.

6c. After the negotiations were concluded between BOS and the FCC, my attorney filed suit against BOS for non-payment. Although their initial quote to represent BOS was \$25,000, which I had agreed to, the length of the representation including depositions in Indiana increased their fees substantially. BOS paid over a quarter of a million dollars to our attorneys, 10X the initial quote, but still had a ½ million dollar balance. Defending BOS again against one of the largest attorney firms in New York took time and money.

At the same time the FCC and then our attorneys were suing BOS, the Equal Employment Opportunity Commission, a different branch of the Federal Government, filed a sexual harassment suit against BOS stating a sales manager had harassed four telemarketers. The case lasted three years and went to a full jury trial. After two weeks of testimony, the jury returned from deliberation almost immediately voting unanimously in our favor. However, the cost to defend BOS against the EEOC and its enormous staff and resources, was over \$500,000 and many, many hours of investigation, coordination and preparation.

Defending ourselves against the FCC, our attorneys, and the EEOC depleted our operating expenses and more than that, continually took attention away from expanding, or at least maintaining, the telecom customer billing base.

Our customer base shrunk from nearly 50,000 customers to less than 15,000 customers. There was no longer enough working capital to pay all obligations made. I know this is a long-winded answer, but it is what occurred and the reason we ended up short on working capital and not paying the voluntary contribution.

7. BOS established an excellent code of conduct that conformed to the consent decree.

7a. Three copies of the Code of Conduct are attached as it was updated.

7b. The code itself has a place for the reader to sign as an attestation of their full understanding.

7c. Kurtis and Keanan Kintzel were responsible for developing and drafting the code of conduct. The Code of Conduct was presented to prospective employees for signatures at the time of hire, along with their employment contract. The Director of Personnel was the person responsible for ensuring that new and existing sales representatives had viewed and acknowledged by means of a signature the Code of Conduct.

All Sales Representatives were required to read, understand and sign this Code of Conduct prior to starting their job. To the best of my knowledge, this was done in every case.

7d. I have attached copies for three sales representatives reaffirmations. Each of the three representatives I chose to include worked at BOS from before the Consent Decree was signed so you can see that this Code of Conduct was renewed. After the EEOC suit concluded, we cleaned all personnel files of items that were not legally mandated and there was no agreement in the Consent Decree to keep copies of these reaffirmations so the latest reaffirmations, summer of 2006 and possibly winter of 2005, are attached. Our Regulatory Department was to do this action every six months.

8. BOS established written policies concerning the national "Do Not Call" list.

8a. Copies of the Policies and procedures are identified and attached. These policies were distributed to each employee that worked for BOS at the time they were created and then became part of the initial sales representative training for new hires.

8b. Customer names were put into a database and the submission slips were not retained. BOS stopped all marketing efforts to new customers in September of 2006. I do not know where or if the database is stored. To my knowledge, BOS has never had a legal complaint for calling someone on the Do Not Call list thus nor do I know of any regulation stating the database or list has to be retained if no new marketing is being done.

9. BOS previously sent to the FCC the recorded verifications on the nine complaints being requested. BOS no longer has an account with the verification company and has been prohibited by it from retrieving these verifications a second time.

9a. A copy of the verification contracts between BOS and The Verification Company and BOS and Voice Log are identified and attached.

9b. Verification scripts are attached.

9c. The fully executed contracts between BOS and the verification companies are the documents reflecting instructions to the verification companies. The contracts are attached.

9d. The verification scripts are attached and based upon applicable rules and regulations. In fact, one representative of Voice Log told me that our verification script is the longest he had ever seen. Additionally, the verification companies are two of the largest in the industry and describe themselves as experienced and expert in their knowledge and ability to perform their specific duties.

9e. The contracts between The Verification Company and Buzz Telecom and Voice Log and Buzz Telecom list addresses. Buzz Telecom Corporation is located in Merrillville,

Indiana and all its employed representatives work out of Merrillville, Indiana. In the spring of 2006, Buzz began utilizing Telecommunications on Demand, Inc. to assist in its marketing efforts. TOD utilized three call centers in the Orlando area of Florida, one in Las Vegas and one in Ohio. The Verification Company is located in the Tampa area of Florida and all of their verification representatives work out of their headquarters. Voice Log lists Maryland as their corporate headquarters in the contract. I've never been to the Voice Log offices and have no idea where their representatives are physically located, but attest that neither they nor any representative from The Verification Company is working out of my office.

10. There were no complaints attached to the letter I received by fax from Mr. Harkrader. All verifications for the past few years have been done by either The Verification Company or Voice Log as described in 9-9e above. The Verification Company did approximately 99% of the verifications for BOS.

11. A list of complaints received by BOS since May 1, 2006 is being compiled and will be forwarded. The verifications scripts and sales scripts are attached. Nearly all complaints originated from the independently contracted marketing firm. The penalty to the sales representatives in the contracted firm were 1) TOD, the company itself, was ordered to cease and desist from marketing for BOS and a bit later 2) the TOD contract with BOS was terminated.

As to the verification companies, their locations, etc. my response is the same as 9-9e above.

12. The sales script used is attached. I did not locate our oldest script, but did attach the verification script from the older sales script.

13. BOS purchased a lead base of all residential customers located in the United States. Billing Concepts supplied BOS with a database of numbers that they could not LEC bill. BOS added to this database numbers from the national, state, and company Do Not Call lists. The leads base was scrubbed against the do not call database to provide a national list of residential customers that could be called. Approximately 300 leads per day per representative from this list were then printed and given to sales representatives to be called.

13a. If a telephone number was not on a Do Not Call list and could be LEC billed, it would be printed out for sales representatives to call. There were no other criteria to select persons to call.

13b. No target marketing has ever been done. We've never bought lists of selected groups, ages, organizations, etc. At one time, we did give senior citizens an additional 10% discount, similar to Denny's Restaurant or the movie theaters. We did not target seniors, but offered this discount if they stated that they were a senior citizen. To the detriment of the consumers, two states accused BOS of targeting seniors so we stopped giving seniors a 10% discount.

14. In the spring of 2006, BOS began using Telecommunications on Demand, Inc. ("TOD") to generate new customers for the Buzz Telecom network. TOD utilized five call centers, sub-agents of TOD. *As I'm sure your records indicate, we have had virtually no FCC or state inquiries over the past four years and the increase of inquiries started when we began outsourcing our marketing of new customers.* Also in the spring of 2006, we reduced our in-house sales staff by 80%.

14a. The contract between Buzz Telecom and TOD is attached.

14b. They were to use the same sales scripts as BOS. All customers generated by TOD were put through the same verification procedures as were established for BOS sales representatives, by the same verification companies and BOS paid for the verifications to be done.

15. Until October of 2006, BOS utilized LEC billing to bill nearly all of its customers and never had the ability to insert promotional materials into the LEC bills. Prior to October 2006, I recall doing only one bill inserts for a nutritional product to the small group of direct billed customers we did have. Since we did not get any responses, we ceased doing the promotion after a month or so. I do not have a copy of this particular promotion.

In October of 2006, we began direct billing our entire customer base. The following notices and promotions are attached: 1) October notice to customers that we were switching to direct bill from LEC bill, 2) holiday letter written by Keanan Kintzel sent in the November invoice to customers announcing we were lowering all of their intrastate rates from 13.9 cpm to 8.9 cpm, a 40% reduction in their rates, 3) \$100 free long distance gift certificate for those that stayed with our firm for 12 months continuously and paid their bill on time each month. This was to go out in the November invoice, but the company that did our mailing forgot to insert the certificate. I believe the certificates were put on an auto responder for those customers that emailed us and would have been sent out with the December invoices had our customers not been disconnected.

Lastly and as an update to you, I have sent letters from Business Options, Inc. and Buzz Telecom, Corporation to each state's Secretary of State asking for them to cancel our right to transact business in their state and to each state's Public Utility Commission requesting our certificates to resell long distance service be cancelled. We're done.

Respectfully Submitted,

Kurtis Kintzel, President  
Business Options, Inc.  
Buzz Telecom, Corporation


## ATTACHMENT C



Late Filed

I declare under penalty of perjury that the information submitted to the Federal Communications Commissions in response to a Letter of Inquiry date December 20, 2006 regarding Buzz Telecom, Corporation is true and correct.

Executed on February 9, 2007.

  
Kurtis Kintzel  
Buzz Telecom, Corporation

## ATTACHMENT D

**Federal Communications Commission  
REMITTANCE ADVICE  
BILL FOR COLLECTION**

Approved by OMB  
3060-0589

Bill Number	Applicant FRN#	Current Bill Date	FOR INQUIRIES CALL 1-202-418-1995 (Revenue & Receivable Operations Group)
07TR001118	0007278286	1/04/07	

**Application Information:**

Buzz Telecom Corp.  
8380 Louisiana Street  
  
Merrillville, IN 46410

**Payable to:**

Federal Communications Commission  
Send a copy of this bill to:  
Federal Communications Commission  
Revenue & Receivables Operations Group  
P.O. BOX 358340  
PITTSBURGH, PA 15251-5340

Total Amount Due		Due Date
\$2,869.55	<b>TOTAL AMOUNT DUE MUST BE RECEIVED BY</b>	2/02/07
Payer FRN No.	Please Complete The Payer Information. FCC Registration Number (FRN) is required	
Payer Name (if paying by credit card enter name as it appears on the card)		
Address Line No. 1		
Address Line No. 2		
City	State	Zip Code
Daytime Phone Number (include area code)		

**Reason For Bill:**

TRS Final Demand Billing

Call Sign/Other FCC ID	Payment Type Code	Quantity	Fee Due For (PTC)	Total Fee	FCC Code 1	FCC Code 2
822538	T R S	0		\$ 2,709.92		
822538	T R S	0		\$ 159.63		

**TOTAL DUE \$2,869.55**

**Please choose a method of Payment and complete the section if paying by Credit Card**

**Payment Method:**

Credit Card ☐      Check ☐      Wire ☐      IPAC ☐      MIPR ☐

MASTERCARD ☐      DISCOVER ☐      VISA ☐      AMEX ☐

Account No.

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Expiration Date

--	--

Month

Year

I hereby authorize the FCC to charge my Credit Card for the service(s) / authorization(s) herein described.

AUTHORIZED SIGNATURE

DATE

**IF PAYING BY CHECK, PLEASE WRITE YOUR BILL NUMBER ON YOUR REMITTANCE AND ATTACH A COPY OF THIS BILL TO YOUR PAYMENT TO ENSURE PROPER CREDIT**

**CERTIFICATE OF SERVICE**

Rebecca Lockhart, a Paralegal Specialist in the Enforcement Bureau's Investigations and Hearings Division, certifies that she has, on this 31st day of October, 2007, sent by first class United States mail copies of the foregoing **Enforcement Bureau's Request for Admission of Facts and Genuineness of Documents to Buzz Telecom Corporation** to:

Catherine Park, Esq.  
2300 M Street, NW, Suite 800  
Washington, D.C. 20037

Counsel for Kurtis J. Kintzel, Keanan Kintzel, Business  
Options, Inc., Buzz Telecom Corporation, US Bell, Inc., Link  
Technologies and Avatar Enterprises

A copy of the foregoing was also served via hand-delivery to:

Administrative Law Judge Richard L. Sippel  
Federal Communications Commission  
445 12<sup>th</sup> Street, S.W., Room 1-C861  
Washington, D.C. 20054

  
\_\_\_\_\_  
Rebecca Lockhart